



THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

REQUEST FOR PROPOSAL

Proposal Number

F18-ADM-2018-027

**City of Clarence-Rockland SharePoint Document and
Records Management Intranet RFP**

Request for Tenders Issued On: 03-JUL-2018

Tender Submission Deadline: SEALED BIDS, clearly marked as to contents, will be received by the City, no later than 2:00 p.m. local time, on 31-JUL-2018

Deliver to:

**The Corporation of the City Clarence-Rockland
1560 Laurier
Clarence-Rockland
Client Service Center
Rockland, ON
K4K1P7**



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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation to prospective Proponents to submit Proposals for the implementation of a Microsoft SharePoint 2016 Intranet to provide document and records management implementation, training, and support services, as further described in Part 2 - The Deliverables (the “Deliverables”):

The proposed scope of work will include, but not be limited to:

1. Undertake to understand the City’s requirements for a collaboration and records management platform;
2. Provide Microsoft SharePoint 2016 Intranet document and records management implementation and training professional services based on the City’s proposed requirements and provisioned Microsoft server infrastructure;
3. Provide documentation of the as built solution using SPDocKit for the implemented solution and Microsoft Word for Standard Operating Procedures;
4. Provide ongoing Microsoft SharePoint support services through a contracted support agreement within a to be agreed upon response time.

1.2 Background

The City of Clarence-Rockland has 23,000 residents. Situated 32 kilometers east of Parliament Hill and 145 kilometers west of Montreal, the region offers an outstanding quality of life and countless business opportunities. The City employees 128 Full time employees and 128 part time and seasonal employees. The City also has 62 volunteer fire fighters. The City has close to 20 departments serving its residents.

A more detailed description of Department and Staff contingency that the solution is to be designed and implemented to support is as follows:

Corporate Management	Full time	4
	Part time	0
Finance	Full time	14
	Part time	0
Human Resources	Full time	3
	Part time	0
Protective Services	Full time	8
	Part time	77
Infrastructure and Planning	Full time	44
	Part time	8
Library	Full time	6
	Part time	11
Community Services	Full time	18
	Part time	15
Daycare	Full time	53
	Part time	89

1.3 Purchaser's Code of Ethics

The Purchaser is seeking to satisfy the following objectives in issuing the RFP.

- Achieve the best solution for the needs of the Purchaser.
- Obtain quality Services at best overall value.
- Enhance customer satisfaction and improvements in Services.
- Facilitate the Purchaser's purchases without limiting the Purchaser's choice or negate any other requirement.

1.4 Type of Agreement

The Preferred Proponent shall be required to enter into an Agreement ("Agreement") for the provision of the Deliverables.

The Purchaser intends to award the Agreement to one (1) Proponent.

The Agreement will be signed on or around September 2018 and no obligation on the part of the Purchaser to purchase Services shall arise until such time as the Agreement is signed.

1.5 No Guarantee of Volume of Work or Exclusivity of Agreement

The information contained in the RFP constitutes an estimate and is supplied solely as a guideline to Proponents. Such information is not guaranteed, represented, or warranted to be accurate, nor is it necessarily comprehensive or exhaustive.

Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

The Agreement executed with the Supplier will be an exclusive Agreement for the provision of the Deliverables. The Purchaser may contract with others for the same or similar Deliverables to those described in this RFP.

1.6 Proponent Consortium Information

Where a consortium is responding to this RFP, the following shall apply:

- The Proponent shall identify itself as the sole Proponent.
- The Proponent shall list all other consortium members and what each will supply.
- The Proponent shall confirm that the Proponent shall assume full responsibility and liability for the work and actions of all consortium members with respect to the obligations to be assumed pursuant to this RFP, provided that the Purchaser shall be entitled to reject a proposed subcontractor.

1.7 Rules of Interpretation

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

- Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.
- Words in the RFP shall bear their natural meaning.
- References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”.
- In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- Unless otherwise indicated, time periods will be strictly applied.
- The following terminology applies in the RFP:

Whenever the terms “must” or “shall” are used in relation to the Purchaser or the Proponents, such terms shall be construed and interpreted as synonymous and shall be construed to read “the Purchaser shall” or the “Proponent shall”, as the case may be.

The term “should” relates to a requirement that the Purchaser would like the Proponent to address in its Proposal.

The term “will” describes a procedure that is intended to be followed.

1.8 Interpretation

In this RFP, the Agreement and the Agreement Documents, unless expressly provided otherwise, the following definitions shall apply:

- a) “Addendum” and “Addenda” means a written addendum or addenda issued with respect to this RFP;
- b) “Agreement” means the Contract arising upon the acceptance of a Proposal and award of the Contract by the City in accordance with the RFP, irrespective of when notice of acceptance of a Proposal is received by a Consultant;
- c) “Agreement Documents” means all of the following documents:
 - i. The signed and executed Contract;
 - ii. This RFP and any Addenda that form part of this RFP; and

- iii. Consultant's Proposal, as accepted by the City;
- d) "Benchmark" means the minimum required score of a Proponent's Proposal in order to proceed from Step 1 to Step 2 of the evaluation process. For this RFP, the Benchmark shall be 49 marks out of a possible 75 marks from evaluation of Step 1 - technical Proposals;
- e) "Business Day" means any day other than a Saturday, Sunday, public holiday or other day on which banks in Ontario are authorized or required by law to be closed; "City" means the Corporation of the City of Clarence-Rockland and includes any of its designated employees, officials or agents who are engaged to represent the City in their capacity and also includes an employee designated to exercise a discretion on behalf of the City; "Closing Time" means the deadline by which to submit Proposals for this RFP as set out in the RFP Notice, as may be amended by Addendum or other written notice of the City; "Consultant" means the Proponent whose Proposal is selected and is awarded the Contract for this RFP by the City; "Contract" shall be synonymous with Agreement; "Contract Documents" shall be synonymous with Agreement Documents;
- f) "Default" means any act or event of default as contemplated in the RFP Documents; and without restricting or limiting the rights and privileges of the City to any broader interpretation, any default of or in respect of a term, covenant, warranty, condition or provision of the Contract, or a liability caused, by an officer, director, partner, employee, Subconsultant or agent (or an officer, director, partner or employee of a Subconsultant or agent) of the Consultant shall constitute a default by the Consultant;
- g) "Disbursements" means those costs, expenses and disbursements necessary for, as well as incidental to, the provision of Services pursuant to, or required by, the Contract which include, but are not limited to, software rights and licences and other intellectual property rights, plans, sketches, drawings, graphic representations, licences, fees, permits and approvals, mileage, accommodations, telephone and other communication device charges (including long distance charges), transportation and fuel charges, postage and courier charges, all printing, binding, photocopying, paper document reproduction and other related expenses and all other things and incidentals necessary for completing the Services in accordance with the Contract. All anticipated and foreseeable Disbursements are to be accounted for in the Total Contract Price. No additional Disbursements will be paid by the City, except as otherwise specified in the Contract or as otherwise expressly agreed to in advance and in writing by the City.
- h) "Evaluation Team" means a team consisting of members of the City's staff and, where considered appropriate by the City, independent consultants, who will perform the evaluation of each of the Proposals and make such reports and recommendations to the award of this RFP as they consider appropriate;
- i) "Form of Proposal" means the Form of Proposal set out in the Form of Proposal section to this RFP comprising of two (2) steps, namely, the "Form of Proposal - Step 1" and the "Form of Proposal - Costing - Step 2";
- j) "Goods" means any item of tangible personal property or computer software and, without limiting the generality of the foregoing, includes deeds and instruments relating to or evidencing the title or right to such personal property, or a right to recover or receive such property;
- k) "Project" means all Work and Services required to complete the works, as contemplated by this RFP and all Addenda thereto;
- l) "Proponent" means any person submitting a Proposal in response to this RFP;

- m) "Proposal" means a proposal submission made by a Proponent in response to this RFP;
- n) "Purchasing Manager" means the City's Manager of Purchasing or her designate;
- o) "RFP" means this Request for Proposals including the RFP Notice, the Instructions to Proponents, the Proposal Submission Information, the Form of Proposal - Step 1, the Form of Proposal - Costing Step 2 and any schedules, the Terms of Reference, Sample Contract any other Appendices and all Addenda.
- p) "Services" means a service of any description whether commercial, industrial, trade, or otherwise and includes, without limitation:
- all professional, technical and artistic services, and the transporting, acquiring, supplying, storing and otherwise dealing in works and goods, as contemplated by this RFP;
 - all consulting services identified in the Contract and those not identified in the Contract but necessary and prudent, in accordance with industry standards for such Projects, to properly and fully complete the Project and perform the undertakings contemplated in the Contract;
 - all incidentals necessary for proper, diligent and satisfactory execution of the Services and the fulfillment of all other contractual obligations and undertakings of the Consultant under the Contract;
- q) "Subconsultant" is a person or entity having a direct contract with the Consultant to perform a part or parts of the Services or to supply Goods and/or Services with respect to the Project, upon the prior approval of the City;
- r) "Taxes" means applicable taxes, duties, levies and like payables required by any taxing, excise or customs authority and all other charges, including but not limited to Harmonized Tax or other applicable sales or value added taxes, customs or excise taxes or duties, including a levy or duty imposed as a Special Import Measure to which any work or supply of services or materials may be subject;
- s) "Total Contract Price" means the fully inclusive, all-in total contract price, constituting the aggregate sum of all compensation whatsoever quoted by and receivable by a Proponent in its Proposal with respect to the Services contemplated by this RFP and, unless expressly and specifically agreed in writing by the City otherwise, shall be the maximum compensation and consideration receivable by the Consultant under the Contract or otherwise for providing all Services, including incidentals, contemplated under the Contract. The Total Contract Price shall include, without limitation, all professional fees, consulting fees, staff time, sub-consulting fees and other Service fees, all Disbursements, costs, expenses, Taxes other than HST, allowances and charges whatsoever, all items and incidentals to be provided pursuant to the RFP and anything properly included as a best practice.
- t) "Work" means the total performance and related services required to complete the Project and includes all incidentals necessary for proper and satisfactory execution of the Work and the fulfillment of all contractual obligations and undertakings. Where for any reason the City elects to terminate work on the Project (or otherwise discontinue such work for an indefinite period) before final completion, the Work and Project shall be deemed to be limited to that portion of the same as has been completed up to and including the time of termination.

1.9 Bid Irregularities

This list of irregularities should not be considered all-inclusive. City staff and/or the Town Clerk in consultation with the requisitioning department will review minor irregularities not listed and acting in consensus shall have authority to waive other irregularities or grant two (2) business days to initial such irregularities.

Where, at the request of the City, a Bidder has been given two (2) business days to correct an irregularity and the Bidder fails to make such correction within that time period, the Bidder shall be deemed non-compliant and the Bid rejected without further consideration.

For the purpose of this document, the following shall apply:

- a) Bidder(s) shall also mean Proponent(s)
- b) Bid(s) shall also mean Proposal(s)
- c) Bid Form shall also mean Form of Proposal

Item	Irregularity	Response
1	Late bids	Automatic rejection, returned unopened to bidder
2	Bids received in an unsealed envelope	Automatic rejection
3	Bid submitted in a form other than the original Bid Form provided	Automatic rejection, unless in the opinion of the City the information provided is complete and it is not a financial schedule that has been submitted in a form other than the original Bid Form provided
4	Bid Form not signed or witnessed	Automatic rejection
	Bid Form signed by an authority to bind the company, but not witnessed	Upon notification, two (2) business days to seal or witness or bid shall be rejected
	Bid Form witnessed, but not signed by an authority to bind the company	Upon notification, two (2) business days to sign or bid shall be rejected
5	Incomplete Bid	Automatic rejection, unless:
		a) the competitive bid opportunity state that partial bids are acceptable, and the bid is complete in respect to the portion of the scope of work or deliverable(s) bid on; or
		b) in the opinion of the City, the omission is of a minor nature and is remedied by the bidder within two (2) business days of notification. Incomplete pricing shall not be considered minor in nature and shall result in automatic rejection, with the exception of the irregularities stated in accordance with Item 6 and 7

6	If a unit price has been provided but the corresponding extended total has been omitted	The extended total will be calculated from the unit price and the quantity specified, by the Owner
7	If an extended total has been provided but the corresponding unit price has been omitted.	The unit price will be calculated from the extended total and the quantity specified, by the Owner
8	Mathematical errors which are not consistent with the Unit Price, such as tax calculation errors	Upon notification, two (2) business days to correct or bid shall be rejected
9	Unit Price, which has been changed, not initialled but the corresponding extension is consistent with the amended Unit Price	Upon notification, two (2) business days to initial or bid shall be rejected
10	Unit price, which has been changed, not initialled and the corresponding extension is not consistent with the amended Unit Price	Automatic rejection
11	Transfer of an amount from one part of the submission to another is incorrect or incomplete	Upon notification, two (2) business days to correct or Bid shall be rejected
12	Bid Bond, in the form, amount and irrevocability outlined in the Contract documents, not submitted	Automatic rejection, unless the Bid Bond submitted is in excess of the competitive bid document requirements
13	Bid Bond not signed or sealed, as applicable	Automatic rejection
14	Bids not completed in ink or typed format	Automatic rejection
15	Alterations, additions, deletions or qualifying statements made to or provided with the Bid Form	Automatic rejection, unless in the opinion of the City the statements provided do not qualify any pricing but are included for clarity purposes
16	Strikeouts, erasures, whiteouts or overwrites made to the Bid Form that are not initialled	Automatic rejection, unless in the opinion of the City, the failure to initial is minor in nature and is capable of being remedied; upon notification, bidders shall have two (2) business days to initial or the bid shall be rejected. Un-initialled alterations to pricing shall be dealt with in accordance with Items 8, 9 and 10
17	Failure to have a representative in attendance and registered at a mandatory site visit	Automatic rejection

18	Bidder has not been previously prequalified under a related prequalification process, where applicable	Automatic rejection
19	Addenda have not been acknowledged:	
	a) which have financial implications	Automatic rejection
	b) which have informational content	Two (2) business days to acknowledge or bid shall be rejected

1.10 Permits, Licenses, and Approvals

Proponents shall obtain all permits, licences, and approvals required in connection with the supply of the Services. The costs of obtaining such permits, licences, and approvals shall be the responsibility of, and shall be paid for by, the Proponent.

The City shall supply all required hardware and software and associated licenses for the project.

1.11 Personnel

The Proponent should submit information related to the qualifications and experience of its personnel who will be assigned to provide the service which may include resumes, documentation of accreditation, and/or letters of reference. See Section 4.5.4 before submitting any such personal information.

1.12 Work Plan and Timelines

The Proponent should provide a detailed work plan of the services it will provide, including all of the tasks, milestones, and timelines, which may include but not be limited to providing a chart, graphic, or other tool. The names of the individuals performing each task should be included.

1.13 Delivery Lead Times

All work in this Project is to be completed 90 days from the date of award which will include exterior and site inspection reports.

1.14 Payment Terms

The Purchaser's standard payment terms are net thirty (30) days.

1.15 Accessibility for Ontarians with Disabilities Act

Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service), made under the Accessibility for Ontarians with Disabilities Act, 2005, requires that the contractor (successful bidder/proponent) must ensure that its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services to persons with disabilities.

The training must be provided in accordance with the Regulation and must include, without limitation:

- a review of the purposes of the Act and the requirements of the Regulation
- instruction about all matters set out in Section 6 of the Regulation.

This training is available to you on-line at <http://accessforward.ca/>
The on-line training takes about twenty minutes.

The contractor (successful bidder/proponent) will be required to provide a signed acknowledgement form to City of Clarence-Rockland Procurement Services or Administration staff (specified in this document) that confirms their compliance with Section 6 of the Regulation.

1.16 Supplier's Insurance

Throughout the term of the Contract, the Consultant covenants and agrees at all times during the term hereof to take out and keep in full force and affect a policy(s) of:

Commercial General Liability Insurance, insuring against damage or injury to persons or property with limits of not less than \$5,000,000.00 per occurrence or such greater amount as the City may from time to time request or other types of policies appropriate to the work as the City may reasonable require. In addition, any subcontractors have to be approved by the City of Clarence-Rockland before any work is done and the following insurance and indemnification requirements and clauses apply. The insurance policy shall:

- a. Include as additional insured "The Corporation of the City of Clarence-Rockland"
- b. Contain a cross-liability clause, severability of interests clause endorsement
- c. Contain a clause including Contractual Liability coverage arising out of the contract or agreement
- d. Proof of insurance will be submitted by way of an executed Certificate of Insurance in a form satisfactory to the City of Clarence-Rockland. All requested lines of coverage to be shown on the Certificate
- e. If cancelled or changed in any manner, that would affect the City as outlined in coverage specified herein for any reason, thirty (30) days prior written notice by mail or facsimile transmission will be given by the insurer(s)
- f. It shall be the sole responsibility of the Consultant to determine what additional insurance coverage, if any, are necessary and advisable for its own protection and/or to fulfill its obligation under this agreement. Any such additional insurance shall be maintained and provided at the sole expense of the Consultant.

Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000.00 per occurrence or such greater amount as the City may from time to time request, in respect of the use or operation of licensed vehicles owned or leased by the Consultant for the provisions of services

Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than \$2,000,000.00 per occurrence or such greater amount as the City may from time to time request, in respect of the use or operation of vehicles not owned by the Consultant for the provisions of Services

Professional Liability Insurance (Errors and Omission) Professional Errors & Omissions Liability Insurance is required and will have an inclusive limit of not less than \$2,000,000 or, alternatively, the Consultant shall purchase and maintain in force for the duration of the

project, single project Professional Errors & Omissions Liability Insurance with limits dedicated to the Project and having an inclusive limit of not less than \$2,000,000 per claim.

1.17 General

The Consultant will coordinate the site visitations with the City.

All site visitations and interviews will be scheduled by appointment only.

1.18 Workplace safety and Insurance Board

The Contractor shall provide the municipality with a current "Clearance Certificate" from the Workplace Safety and Insurance Board and the municipality may, at any time during performance of the contract or upon its completion, require a further declaration that assessments or compensation required to be paid pursuant to the Workers' Compensation Act have been paid.

Safety in the workplace is accomplished by: removal of, or safeguarding against, environmental health and physical hazards, establishment of safe working practices, provision of safety devices, provision, use and maintenance of personal protective devices, provision and participation in appropriate training Compliance with the Occupational Health and Safety Act and Regulations.

If the successful Proponent is a self – employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an 'independent operator' a letter from WSIB acknowledging independent contractor status and confirming that WSIB cover is not required must be provided to the City prior to commencement of work. [End of Part 1]

PART 2 - THE DELIVERABLES

2.1 Scope of work

The scope of work in this Request for Proposals is for a service provider (Vendor) to assist with the planning and implementation of a comprehensive Microsoft SharePoint 2016 collaboration, records management platform and intranet.

The Vendor will assist the City with the oversight, design, implementation, configuration, documentation, training, and ongoing support of the implemented solution.

Throughout the review and the analysis, a constant awareness of City's collaboration and records management Intranet requirements should be considered during the design and implementation.

Pre-Start Meetings will be scheduled within 15 days of Contract Award. During the course of this project Bi-Weekly Meetings will be held to review and track progress.

2.2 Background

The City of Clarence-Rockland (herein the "City") is planning a comprehensive implementation of a Microsoft SharePoint 2016 collaboration and records management platform. Towards this end, the City has convened a SharePoint Working Group to represent the business needs of its departments. This Working Group has established the level of maturity for the SharePoint implementation that it would like established as the end result of this project. The City is seeking a qualified vendor to assist with its planned implementation of SharePoint 2016 and is placing this Request for Proposals (RFP) with the intention to enter into a contract with an experienced vendor who will provide professional services in the deployment, documentation, training, and ongoing support that will help the City optimize its use of SharePoint as an Intranet platform for all City departments. The SharePoint 2016 implementation will focus on providing an Intranet collaboration, document, and records management platform that is expandable in the future towards supporting secure public Internet and partner Extranet web applications.

The City has a fairly robust network using VMWare virtualization for its servers with infrastructure located at two facilities for localized performance and redundancy. The City will provide the required Microsoft Windows servers upon which the SharePoint 2016 platform will be implemented by the Vendor. The Vendor will then proceed to build out the SharePoint 2016 Intranet platform for collaboration, document management, and records management based on the City's requirements contained in this document. The City will be responsible for the integration the VEEAM Disaster Recovery Backup and Mirroring solution inline with the Vendor's implementation of SharePoint. The VEEAM backup and mirroring will happen at the Virtual Machine level. As such the Vendor will be expected to implement a SharePoint backup solution using the OOTB backup capabilities builtin to SharePoint itself. The SharePoint backups will be sent to a separate Shared Folder designated by the City's IT Department. During the implementation the Vendor must not use Microsoft Visual Studio or any ASP.NET programming as part of the solution. The use of Microsoft SharePoint Designer must also be avoided if possible and its use for any implementation or configuration must first be approved by the City's Project Authority. That is to say that to the extent possible the implemented Microsoft SharePoint 2016 Intranet platform is to be as close to "Out Of The Box" as possible.

- As stated earlier implementing a SharePoint on premise Intranet solution will be new to the City and this its implementation must be generic, secure, easy to use, and easy to support to the most part by internal Staff for day to day operations. As part of the SharePoint 2016 Working Group’s vision a desired SharePoint Marturily Level has been established as per the following table. The SharePoint Maturity Level the City wishes to establish by the end of the project is second out of five levels where one is new to SharePoint and five is very advanced SharePoint utilization and distributed functional responsibility. The SharePoint Maturity Level program is based on a Crawl, Walk, Run concept and the City wants ensure a successful initial implementation by ensuring End User Adoption through manageable change. The City is already using an externally hosted product called e-Scribe so staff has some familiarity with the platform and its collaborative nature. **The City has selected the SharePoint Maturity level of 200 according to the table below** . Within 12 months after the implementation it is the goal of the City to grow to the 300 level with appropriate and ongoing formal training for all members of the organization including IT, Power Users, and Regular Member Users.
- As such the City will require the vendor to provide online SharePoint operational and change request support. This requirement has been included in the RFP request and a proposed solution is expected in the response.

Maturity Level Definitions



SharePoint Level	Description
500 Optimizing	The particular area is functioning optimally and continuous improvement occurs based on defined and monitored metrics.
400 Predictable	The particular area is centrally supported, standardized, and in use across the entire organization. Governance is defined and followed.
300 Defined	The way the particular area is leveraged is defined and/or standardized, but not in use across the entire organization. Governance is defined but may not be widely understood/followed.
200 Managed	The particular area is managed by a central group (often IT), but the focus and definition varies by functional area, or is limited to a single area.
100 Initial	The starting point of SharePoint use.

The SharePoint Maturity Model – 2 – Advanced Concepts

Maturation also occurs along this vector →

Level	People and Communities	Composites and Applications	Integration	Insight
500 Optimizing	Users can edit certain profile data that writes back to AD or HRIS. MySites template is customized. Communities extend to external participants.	Forms connect with LOB data. New capabilities & requirements are surfaced & integrated into downstream capabilities.	External data (partner/supplier or industry) is integrated with SP.	Analytics and trending are employed.
400 Predictable	Profile fields may integrate with LOB data. MySites are centralized (only one instance per user). Communities flourish under governance.	InfoPath forms improve the user experience. Mobile functionality is supported.	Most of the systems that are desired to be integrated, are integrated. A data warehouse may be integrated with SP.	Items are actionable.
300 Defined	Custom profile fields reflect company culture; photos are updated from central source. MySites rolled out to all users, supported, trained. Community spaces connect a particular set of users.	Most critical business forms are online; some involve automated workflows.	Multiple systems are integrated with SP.	Reports allow drill-down and charting.
200 Managed	MySites rolled out to pilot groups or users. Out-of-box profiles implemented. Community spaces may be piloted.	Increasing use of SP lists to replace Excel spreadsheets and paper forms. Applications are opened up to a larger group of users.	A single system is integrated with SP (Line-of-business, document management, etc.).	Reports are aggregated through customization.
100 Initial	Basic profile data imported from AD or other source. MySites host not created.	Some paper forms converted to SP list forms. Many Excel spreadsheets. Access databases, paper forms still stored in / linked from SharePoint.	Links to enterprise systems posted on SP site. Printed or exported business data is stored in doc libs. AD integrated with SP profiles.	Existing reports are used; data is brought together manually.

↑ Maturation

The SharePoint Maturity Model – 3 – Readiness Concepts

Maturation also occurs along this vector →

Level	Infrastructure and Administration	Staffing & Training	Customizations
500 Optimizing	System health & error logs monitored. Processes for archiving & de-provisioning are in place.	Top-down support in place; dedicated IT business analyst, server admin, helpdesk, training staff; empowered user community. Multiple training offerings exist.	Deployment is fully automated via features. Source code is managed centrally as IP, reusable and shareable. Content owners understand the importance of QA testing.
400 Predictable	Backup/restore has been tested. Dev and QA environments are present. Administration may be improved via third-party tools. BLOB integration may be present. Performance considered.	IT has more than one resource knowledgeable on the system. Requests for new functionality are tracked and prioritized. An end-user training plan is in place.	Deployment is fully automated – solution package and scripts. Total Cost of Ownership is considered.
300 Defined	Number of servers is appropriate to demands and scalable for future growth. Dev environment is present. Service Packs tested in QA and installed in a timely fashion.	SP evangelized around the organization by individual or small group. Content owners from some functional areas are trained and using the system. One IT resource knowledgeable on the system.	Mixed automated \ manual deployment process - some artifacts deployed via scripts, others by following list of manual steps. Source control is centralized.
200 Managed	Multiple server installation or single-server is backed up on a regular basis.	SP evangelized to a subset of depts or functional areas by an individual; work mainly done by individual or small group. Training is informal, ad-hoc.	Changes are deployed from one environment to another using backup/restore. Source control is simple file storage.
100 Initial	Single-server installation, sometimes rogue. No plan for availability / disaster recovery.	One pioneer or small group pilots the product.	No development, or development is done in Production. No QA / development environments. No source control.

↑ Maturation

2.3 Detailed Requirements for the SharePoint 2016 Intranet Platform

The following consist of some of the major objectives the City wishes to accomplish with the implementation of the new SharePoint 2016 Intranet platform vis a vis SharePoint components and solutions.

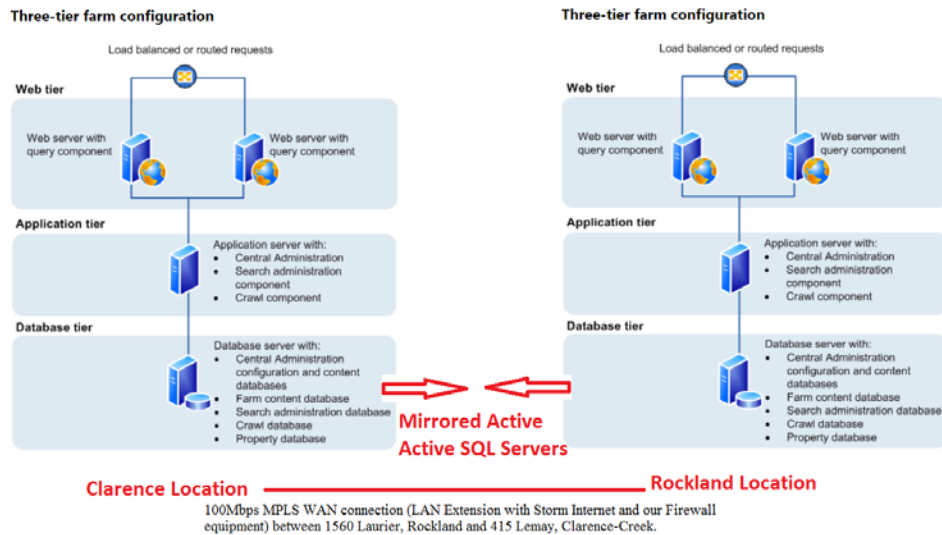
2.3.1 Physical Architecture

The City will provide the physical hardware and software for the SharePoint platform. It will also install and prepare the Microsoft Windows servers with participation and recommendations from the Vendor according to Microsoft SharePoint implementation best practices. A Three Tiered

SharePoint physical architecture is planned at the current moment as per Microsoft recommended approach.

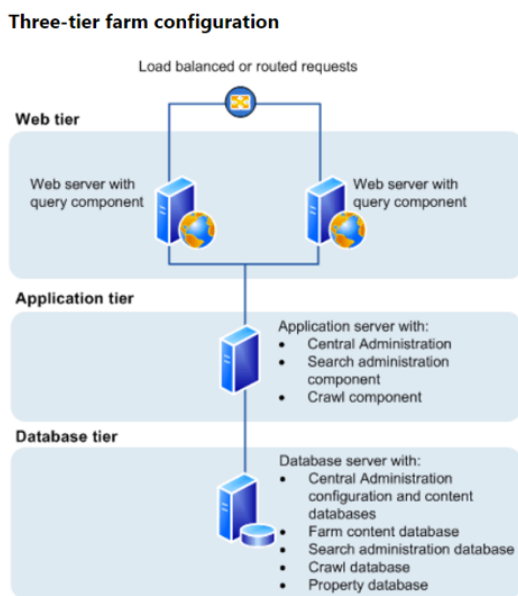
The following Three Tiered SharePoint physical architecture is the “End State” that the City would eventually like to arrive at within the next few years. As such the Vendor needs to keep this in mind while proposing the initial solution for implementation. The initial implementation will only be located at the main office building data center for the City which is located in Rockland.

SharePoint Platform End State Goal



Based on the “End State” requirement physical architecture above the Vendor is expected to propose a Three Tiered Physical Architecture similar to the following for implementation at the main office building data center located in Rockland.

Desired Initial SharePoint Platform Implementation



Scope of Virtual Machines the City will provide for the Intranet Project

1 x SharePoint web front end server with 24 GB RAM memory and 250 GB disk space and 4 vCPU

1 x SharePoint application server (search) with 12 GB RAM memory and 500 GB disk space and 4 vCPU

1 x SQL server with 12 GB RAM memory and initially 500 GB disk space and 4 vCPU

2.3.1.1 Vendor Requirements

- Validate the physical infrastructure design, recommend detailed hardware specification requirements, and advise the City to procure the additional hardware required to accommodate the SharePoint deployment proposed. The Vendor is to analyze current state of City infrastructure hardware and its availability, compare it to what is required by the SharePoint deployment/proposal and propose detailed recommendations (i.e. How much extra CPU[s], Memory [RAM], and Storage are required to deploy and sustain the desired SharePoint environment versus what the City currently owns, has in place, and is currently consuming?)
- Validate the Microsoft Server Operating Systems installation including Disk Drive allocation (OS vs SP software vs Logs)
- Validate the Microsoft SQL Server installation including Disk Drive allocation (OS vs Databases vs Logs)
- Work with the City IT Staff to create the appropriate SharePoint Farm Admin, System, and SQL accounts in Microsoft Active Directory ([here](#))
- Configure the Microsoft SQL database defaults to optimize it for a SharePoint installation according to Microsoft best practices ([here](#)) (this will either be done via the City's IT Staff creating a Dedicated SQL Server or a SQL Server Instance within the existing SQL Server Cluster. This decision will be made in consultation with the Vendor during implement design phase.
- Ensure the Microsoft SQL database is properly secured according to Microsoft best practices ([here](#))
- Make recommendations where required for changes to the proposed physical architecture based on assessment

2.3.2 SharePoint Installation and Updates

The City has access to special municipality based software pricing through the province of Ontario. The City shall provide all required SharePoint 2016 Enterprise Edition, SQL Server Edition, and Microsoft Office Edition software and licenses for the initial installation. The Vendor shall be responsible for advising the City of all SharePoint, SQL Server, and Microsoft Office software and licensing that will need to be procured in detail. The Vendor will be using this software and licenses for the installation of the SharePoint platform.

2.3.2.1 Vendor Requirements

- The Vendor will review the current software licencing status within the City for this project and provide a detailed list of additional software the City needs to acquire.
- The Vendor will perform the SharePoint Pre-Requisit and Full installation according to Microsoft SharePoint best practices for the given size of the organization and its desire to be able to scale the installation and platform in the future for more servers and business and web applications to support an Internet and Extranet ([here](#)).
- The Vendor will research the required Microsoft SharePoint approved and validated Patches, Fixes, Updates, and Service Packs, download and install them with

supervision from the City IT Staff. All software downloaded will be virus scanned by the City IT Staff.

- During the SharePoint installation the Central Administration and initial Web Application for the Intranet Root Site Collection will be created by the Vendor.
- The Vendor shall ensure that the SharePoint implementation is fully integrated with the Microsoft Exchange Email / SMTP platform that email can fully be leveraged by Site Collections Sites (ie: Send document to a document library via email, or receive notification alerts via email, or email integrated OOTB workflows, etc).

2.3.3 SharePoint Business Applications

During the installation all SharePoint Business Applications will be installed and initially started to validate they are working at a base level. Specific SharePoint Business Application will require the Vendor's assessment to determine the degree to which they should be further configured and stated.

2.3.3.1 Vendor Requirements

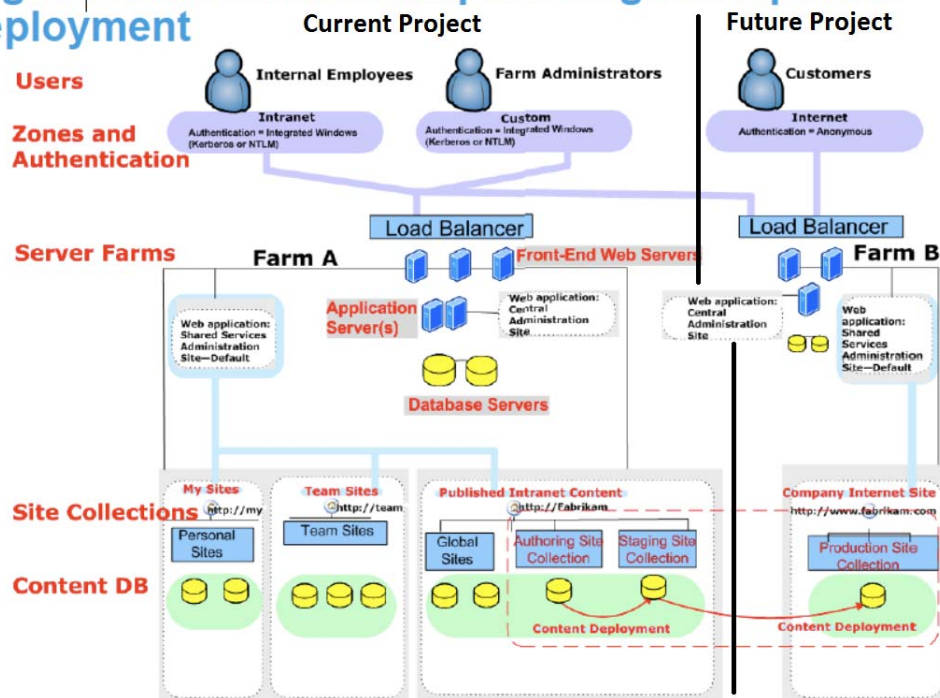
- During the installation the Vendor will enable at least one instance of each of the Business Applications within the SharePoint Platform ([here](#)) so that they can be used in the future
- The Vendor shall configure Secure Store Service and create a Key ([here](#))
- The Vendor shall configure the User Profile Synchronization and User Profile Services to perform one way synchronization from Active Directory to SharePoint ([here](#))
- The Vendor shall configure the Managed Metadata service so that it is ready to be used by the Collaboration (navigation) and Records Management (file plan categorization) web applications
- The Vendor shall configure the initial Enterprise Search capability and at a future point in the implementation will configure how search works within the Web Applications just detailed
- The Vendor shall test all Business Applications and demonstrate they are based configured and working
- The Vendor is not required to install and configure the Machine Translation service

2.3.4 Logical Architecture

As described in the background section this is the first implementation of a multiphased approach by the City to move to a collaborative and compliant platform and as such the Logical Architecture required while initially being basic must be easily expandable in the future as new phases are initiated. To this end the City has selected to base the implementation's Logical Architecture on a well documented Microsoft approach as detailed in the following example diagram. Initially the City will implement Round Robin DNS Load Balancing within Active Directory DNS Service. If it is determined at a later date that a more advance website load balancer is required then that will be taken into consideration at that time and is outside the scope of this project.

SharePoint Platform Logical Architecture End State Design

Logical Architecture Sample Design: Corporate Deployment



The Vendor implemented logical design must eventually support a Public URLs section for the following Zones:

- Default
- Intranet
- Extranet
- Internet
- Custom

The focus of the Vendor's implementation proposal for this RFP will be restricted to the Intranet only in terms of Team Sites, Records Management, and Enterprise Search.

The SharePoint Logical Architecture will consist of the following components to be implemented throughout the course of the project:

Farm – the highest level boundary.

Service Applications – provide different functionalities to Web Application; they can be shared between Web Applications and even between Farms.

Application Pools – help isolate Web Applications; provide a security and resource boundary between Web Applications.

Web Applications – an IIS Website; can have one or more content databases.

Site Collections – a boundary within a Web Application;

Sites – sites that you creates in a Web Application are stored in the content database. You can use central administration to see and manage them.

Apps – Lists, Libraries, Items

2.3.4.1 Vendor Requirements

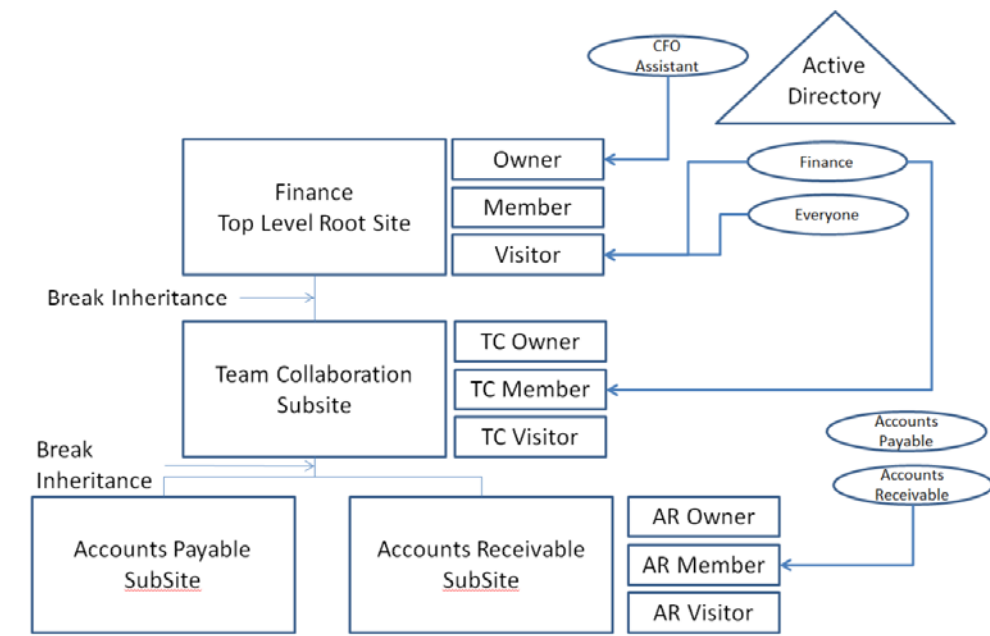
- The vendor will review the City's short term and long term goals for the planned SharePoint platform and make recommendations for the implementation of a SharePoint Logical Architecture based on Microsoft best practices and submit the design for approval
- Upon approval the Vendor shall implement the recommended logical architecture
- The Vendor shall ensure that one Site Collection per Department / Functional Area (ie: Document Center or Record Center or Community Site) and each site collection will have a dedicated SQL database file associated with it within the each respective Web Application. More specifically, there will be one Web Application for Team Sites, one for Records Management, and one for Enterprise Search. Within the Team Sites Web Application in particular each department shall have its own Content Database.

2.3.5 Site Collections Hierarchical Structure

As the Logical Architecture is implemented, the first priority of the project will be the development of the document management and collaboration Web Applications as noted earlier. By now the main Collaboration Web Application should have been created during installation. The Collaboration Web Application will host the Intranet Root Site Collection. The Intranet Root Site Collection will support general information about the City's SharePoint Intranet as well as act as the initial landing page for the Intranet platform and provide high level navigation using Manage Metadata navigation functions.

From there, each Department or Functional Area will have its own Collaboration Site Collection with one initial Sub Site. The Root Site of the Department or Functional area will be available to all users in the organization on a Read Only basis with the exception of the Department SharePoint Power User who will initially have Member Contribute permissions. Only the Farm Administrator or Site Collection Administrator will be able to delete Site Collections or Sites or Sub Sites. Each Department's Root Site will have a Department Staff Only Sub Site initially and only Staff from that Department will have Member Contribute permission access to it. The following diagram details the requested approach however the Vendor is encouraged to make additional recommendations to the proposed Site Collection hierarchy. Some departments may require additional Sub Sites in the future as depicted in the following diagram, but those are not initial requirements for this phase of the project.

Site Collection and Site Hierarchy



Each Department will start out with the standard Team Site Template that is Out Of The Box but customized based on a review with the City SharePoint Working Group and the Vendor. A Department Root Site and Team Sub Site standard Site Template will be created. It is suspected that the Department Root Site will use a Publishing Template where as the Sub Site will use the Site Template created by the Vendor from the standard Team Site Template available OOTB. The vendor will work with the City SharePoint working group to create the two Site Templates for initial use by each department. The Site Template may require changes to some of the site template defaults such as to Document Libraries and Lists, etc. These changes will not be extensive and will be done once and then standardized for the initial implementation phase of the SharePoint platform.

2.3.5.1 Vendor Requirements

- The Vendor shall work with the City to select the Site Template for the initial Site Collection which will be the landing page for the Collaboration Intranet environment.
- The Vendor shall work with the City to select and customize through the Web Browser only a Site Template for the Department Site Collection Root Site
- The Vendor shall work with the City to select and customize through the Web Browser only a Site Template for the Department Sub Site including the modification of Libraries and Lists, etc

2.3.6 Collaboration Sites and My Sites Environments

All of the Departmental Site Collections will be associated and served by the Collaboration Web Application and associated IIS Application Pool. As described above, each Department will have its own Site Collection. Additionally, the Intranet platform will support My Sites, one for each user. My Sites will be associated with a single and dedicated Application Pool. Finally, the City would like to start leveraging the concept of Content Types with Templates for standard Word letter document layouts they use or Excel workbook layouts they use. Therefore, there will be a need to configure a Content Type Hub and create up to 10 organization wide standard Content

Types with associated Word or Excel Templates that can be distributed to the selected Departments from a centrally managed location.

2.3.6.1 Vendor Requirements

- The Vendor shall create a dedicated Application Pool for My Sites.
- The Vendor shall consult with the City to establish the User Profile naming convention to be used by My Sites as per the options available. ([here](#)) (ie: First_LastName in the my Site URL, etc).
- The Vendor shall review the default My Sites component visibility with the City in order to establish which components should be turned on or off for the installation (ie: will they support Blogs for individual users?, etc)
- The Vendor shall use these agreed upon Site Templates to create Department Site Collections as specified by the City. Each Department will have its own Site Collection and dedicated SQL database file.
- The Vendor shall configure a Content Type Hub and in the Intranet Root Site Collection as well as a maximum of ten Content Types with associated Word or Excel templates for distribution to the document Department Collaboration Sub Site Document Library.

2.3.7 Functional Sites

The City will require two additional functional based Site Collections within the Intranet Collaboration environment: Community Site Collection and Document Center Site Collection.

2.3.7.1 Vendor Requirements

- The Vendor shall create these two Site Collections and review and confirm configuration and permission settings with the City. Generally both will be Contribute Permission for all and initially only the Farm Administrator will have Full Access permission until a designated non IT Staff member has been trained and assigned responsibility for them.
- The Vendor shall provide a separate post implementation quote for providing on-going as needed SharePoint Administration and Operational support services. These services shall be provided from time to time both on-site and remotely as stipulated by the City.

2.3.8 Records Management Environment

The City requires that a fully functional SharePoint Records Management Center be implemented. The City is required to abide by and be compliant with The Ontario Municipal Records Management System (TOMRMS) standard as per the City of Clarence-Rockland's By-law No. 2018-01. The SharePoint Records Management Center shall be implemented as per Microsoft SharePoint 2016 best practices. ([here](#))

2.3.8.1 Vendor Requirements

The Vendor shall implement an automated system for the preparation, organization, tracking, distribution, storage, access, and final disposition of the City's electronic documents and records from all sources and in all media, according to the City's classification and retention by-law, based in SharePoint Records Management Centre, which will:

- Enable the user to assign a class code (TOMRMS) to all documents and records as they are created, added, or uploaded to the system;

- Allow the user to search or browse information in the classification scheme to help identify the appropriate classification code for content as it is being added to the system;
- Enable the authorized administrator(s) to add new classes to the classification scheme;
- Assign a retention schedule to records based on the classification system (TOMRMS);
- Identify records that are due for disposition when their required retention period has expired;
- Identify and assign the approval authority for records;
- Submit information about records due for disposition to the assigned approval authority;
- Allow the authorized administrator(s) to make changes to records retention requirements for classes of records that would be applied to new records added (retention period for existing records to remain unchanged);
- Allow the tracking of all records in all formats, including both electronic and physical records (includes tracking of records boxes);
- Allow to override the records retention schedule and place a hold on the disposition of selected records when required by a legal or regulatory process such as a litigation, audit, or an information access request;
- Allow for 'legal holds' to be placed on groups of records that selected on various search criteria as required, such as by subject keyword search, classification, department, date, etc.;
- Automate and streamline workflows to create, capture, import or add records to the system from various sources;
- Automatically assign a unique identifier for each item;
- Allow to assign metadata to records to provide information about their content or subject;
- Provide an audit trail metadata which is unalterable and must, at a minimum, contain information on the date and time of each transaction, which user was involved, and the nature of the transaction;
- Keep an audit log to track and store information about changes made to the records retention and classification scheme
- Allow to manage security groups based on user roles within the organization;
- Apply security rules to records based on their assigned classification;
- Allow search for records by searching for combinations of terms in metadata fields;
- Allow to find records by browsing or navigating through the hierarchical taxonomies;
- Ensure that search results will only include information that the searcher has the right to view.

2.3.9 Enterprise and Departmental Search Scopes

The City has the requirement to be accessible to a number of different types of searching across the SharePoint platform and throughout its other external data sources. The initial SharePoint Search implementation will require cross wide departmental searches including the Records Center, Community Center, Document Center, and all of the all of Collaboration Sites and My Sites. Additionally, the Search platform will be required to index City designated Shared Folders and End User Home Shared Folder. Within that context, using the OOTB search capabilities of SharePoint, several Search scopes should be created to help the end user

narrow their search targets. For example, when in a Department Site Collection at the Root Site my search should be focused on that Department only. If at the Collaboration Navigation Root Site Collection my search should be enterprise wide. There should also be the ability to click on the Search Scope dialog box and select the scope you would like applied to your search. The OOTB Search Query and Results pages should be used without modification.

2.4.9.1 Vendor Requirements

- The Vendor shall configure the SharePoint Search Service to work across the two proposed application servers for crawling and indexing
- The Vendor shall index City designated Shared Folders, internal and external non-SharePoint websites as directed by the City
- The Vendor shall create related Search Scopes and configure their integration with the OOTB Search Query and Results windows.
- The Vendor shall configure indexing support for PDF documents.

2.3.10 Security Concepts

- **As per the City's desire to achieve a 200 SharePoint Maturity level the initial security concepts applied throughout the SharePoint architecture must be simple to maintain and troubleshoot.** The initial implementation should have a strong security construct that restricts its initial flexibility in order to maintain a stable environment that is manageable and scalable while still facilitating collaboration throughout the platform. To achieve this the City requires that the initial implementation maintain a fairly rigid security posture. Therefore the Vendor is to ensure that the Vendor and IT Staff maintain control of the Physical and Logical hierarchies once implemented and as such only they can delete major components like Web Applications, Site Collections, Sites, Document Libraries and Lists, etc.
- As individual Departmental Power Users are trained up and a Governance process is established then additional power will be yielded to these individuals such that they can start to make slight modifications within their own Departments Private Sub Site in order for the platform to better reflect the department's functional requirements. Individual Staff users should only ever have Contribution privileges with only the ability to delete their own content (web pages or documents) and not change permission on documents.

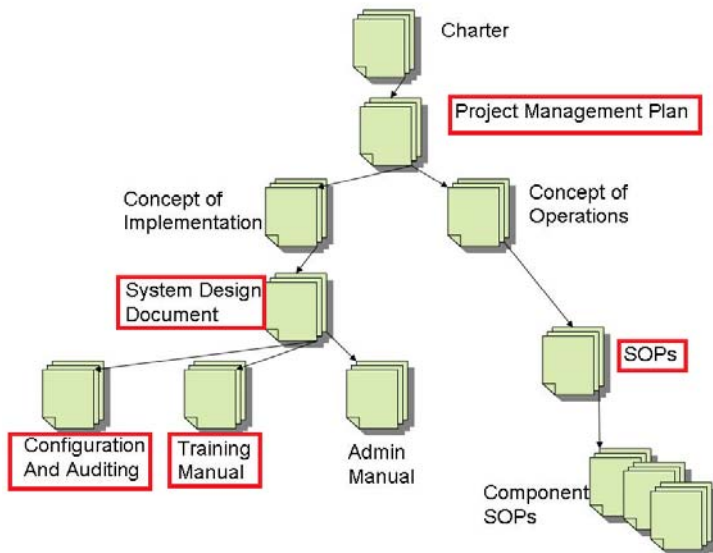
2.3.10.1 Vendor Requirements

- The Vendor shall ensure that measures are taken with the initial implementation that the following security configurations are put in place throughout the platform
- Only the Farm Administrators shall be able to delete major SharePoint platform components as described above
- Departmental Power Users will be assigned a newly created Full Control Lite permission which will remove their ability to delete Sites, Libraries, and Lists until such time as they receive appropriate training at which time their permission status will be upgraded to Full Control permissions for their Department collaboration sub site
- Member Users will have Contribute permissions to appropriate Sites as designated by the City and that they will only be able to delete their own content and not be able to change permissions on content

- Enterprise Search will use Security Trimming to ensure that search results only show documents that users are allowed to see by the permissions they hold.

2.3.11 Documentation

- The City believes documentation plays a strong role in well managed systems that provide important services to its residents. This Microsoft SharePoint 2016 Collaboration and Records Management platform is no exception. As part of the project the City will require “End State” documentation be provided along with information about the configuration, important user accounts and passwords, and standard operating procedure guidelines where appropriate. The City will supply a copy of SPDocKit Enterprise Edition to assist the Vendor in creating and providing some of this document but the Vendor will also be required to identify where other documentation will assist the City in ensuring a well documented implementation.. The ideal document for a project of this scale is as follows. It is acknowledged by the City that the Vendor is not responsible for all of these documentation components. We have highlighted in Red which documents we believe the Vendor should be supplying.



2.3.11.1 Vendor Requirements

- The Vendor shall provide system documentation for the implementation project plan to the end state system design as well as SOP guidelines, configuration, and training manuals specially about the implemented solution

2.3.12 Training

The City will require training on the implemented SharePoint system at several levels. This training can be provided directly by the Vendor or by an agreed upon third party at the time of delivery. The training shall span several levels of the implementation from IT Staff, to Power Users, to End Users, and Records Management Staff.

2.3.12.1 Vendor Requirements

- The Vendor shall provide the following training as part of the implementation:
 - A four to five day SharePoint Farm Administrator course to two IT Staff Members
 - A two day SharePoint Power User course to 20 selected Department Staff
 - A half day SharePoint End User course to selected Department Staff
 - Online accessible SharePoint generic End User training within the organization.
The Training can be implemented internally or provided as an externally hosted LMS solution

2.3.13 Ongoing Support

The City will require ongoing SharePoint support for the implementation. This support should include two levels: 1. Critical Support with 4 hour response time at a fixed price per month with hours allocated that can be accumulated for future use and 2. Time and material support rates for special projects as needed such as adding or configuring some new SharePoint feature or function.

2.3.13.1 Vendor Requirements

- The Vendor shall provide a fixed price per month quote for support services with a 4 hour response time with hours allocated that can be accumulated for future use. Please estimate 8 hours per month for this support service.
- The Vendor shall provide a time and material support rates for critical support that runs over the 8 hours or for day-to-day ongoing operational support needs as well as for special projects as required.

2.3.14 Cost & Pricing Table

The Service provider shall identify for each item, (also the objective's list of deliverables), the type of resources to be employed, the efforts in hours for each resource, the applicable hourly rate of the resource as per the RFSO response and the cost (effort x hourly rate).

The costs are then sub-totalled, taxes applied and total cost summed

[End of Part 2]

PART 3 - EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

The Purchaser will conduct the evaluation of Proposals in the following five (5) stages:

Stage Number	Title of Evaluation Stage
Stage I	Mandatory Requirements
Stage II	Rated Requirements
Stage III	Pricing
Stage IV	Cumulative Score
Stage V	Tie Break

3.1.1 Stage I – Review of Mandatory Requirements

Stage I will consist of a review to determine which Proposals comply with all of the mandatory requirements.

Proposals which do not comply with all mandatory requirements, may subject to the express and implied rights of the Purchaser, be disqualified and not be evaluated further.

3.1.2 Stage II – Rated Requirements (Appendix “D”)

Stage II will consist of a scoring, by the Purchaser, of each qualified Proposal on the basis of rated requirements.

Rated requirements will be evaluated and Proponents must achieve the minimum score, as noted in order for the Proponent to move into Stage III of the evaluation. Proposals failing to meet the minimum score requirement for a rated requirement will be disqualified and not evaluated further.

Refer to Section 3.1.4 below as it related to reference checks.

3.1.3 Stage III – Pricing

Stage III will consist of an evaluation and scoring of pricing submitted by Proponents as set out in Appendix B. All provisional pricing shall include, without limitation, all professional fees, consulting fees, materials, staff time, sub-consulting fees and other Service fees, all disbursements, costs, expenses, Taxes other than HST, allowances and charges whatsoever, all items and incidentals to be provided pursuant to the RFP and anything properly included as a best practice

3.1.4 Stage IV – Cumulative Score

At the conclusion of Stage III, all scores will be added and, subject to satisfactory reference checks and the expressed and implied rights of the Purchaser, the highest scoring Proponent will become the Preferred Proponent.

Reference checks will be performed to confirm or clarify information provided within the Proponent's Proposal. The reference checks themselves will not be scored, however the Purchaser may adjust rated requirements scoring related to the information obtained during the reference check.

3.1.5 Stage V - Tie Break

At this stage, where two (2) or more Proposals achieve a tie score on completion of the evaluation process, the Purchaser shall break the tie by "flip of a coin". This action shall be taken in the presence of both Bidders.

3.2 Stage I – Review of Mandatory Requirements (Pass/Fail)

A Proposal must include the following two (2) mandatory forms:

Appendix	Title of Appendix
Appendix A	Form of Offer
Appendix B	Rate Bid Form
M1	Proponent must be a Microsoft Gold Partner with a specialization in SharePoint on premise solutions
M2	Proponent must demonstrate it has SharePoint expertise in the following areas: <ul style="list-style-type: none"> - Microsoft Certified SharePoint Specialists on staff or as consultants (must provide certificates) - combined 10 years experience with SharePoint 2010, 2013, and 2016 between its proposed two consulting members (minimum 5 years SharePoint experience each) - 5 years SharePoint records management experience for its proposed staff

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a Proponent may not make any changes to any of the forms. Any Proposal containing any such changes, whether on the face of the form or elsewhere in its Proposal, may be disqualified.

3.2.1 Form of Offer - Appendix A (Mandatory Form)

Each Proposal must include a Form of Offer (Appendix A) completed and signed by the Proponent.

(a) Conflict of Interest

In addition to the other information and representations made by each Proponent in the Form of Offer, each Proponent must declare whether it has an actual or potential Conflict of Interest. If, at the sole and absolute discretion of the Purchaser, the Proponent is found to be in a Conflict of Interest, the Purchaser may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Proponent.

The Proponent, by submitting the Proposal, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in the Form of Offer. Where the Purchaser discovers a Proponent's failure to disclose all actual or potential Conflicts of Interest, the Purchaser may disqualify the Proponent or terminate any Agreement awarded to that Proponent pursuant to this Proposal process.

(b) General

The Purchaser, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Agreement awarded to a Proponent in the event that the Purchaser determines that the Proponent made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

Other than inserting the information requested and signing the Form of Offer, a Proponent may not make any changes to or qualify the Form of Offer in its Proposal. A Proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFP may be disqualified. If a Proposal is not disqualified despite such changes or Proposals, the provisions of the Form of Offer as set out in this RFP will prevail over any such changes or Proposals in or to the Form of Offer provided in the Proposal.

3.2.2 Rate Bid Form – Appendix B (Mandatory Form)

The Rate Bid Form, completed by the Proponent in accordance with the instructions contained below and in Appendix B, provided that the following shall apply:

- All prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, office support, profit, permits, licenses, labour, carriage, insurance, Workplace Safety Insurance Board costs, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates.
- All prices shall be quoted exclusive of the harmonized sales tax (HST) or other similar taxes, each of which, if applicable, should be stated separately
- All prices quoted, unless otherwise instructed in this RFP, shall remain firm for the Term of the Agreement as set out in the RFP

- Travel, accommodation, and other costs shall be at the Proponent's expense.
- In the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail
- The Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the RFP, that it has factored all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed Pricing.

A Proposal that includes conditional, optional, contingent or variable rates that are not expressly requested in the Rate Bid Form may be disqualified.

3.3 Stage II – Evaluation of Rated Requirements (75)

Proposals that are deemed compliant in Stage I Mandatory Requirements will qualify to be evaluated further.

Rated requirements will be evaluated and, where applicable, Proponents must achieve the minimum score, as noted in order for a Proponent to move into Stage III.

Proposals failing to meet the minimum score requirement for a rated requirement, where applicable, will be disqualified and not evaluated further.

It is important that Proposals clearly provide all the necessary information so that a thorough assessment of the Proponents' experience, qualifications and capabilities can be made. Responses and substantiating documentation should be direct and grouped together with an index provided to ensure the Evaluation Team is able to locate particular information.

In the case that contradictory information or information that contains conditional or qualifying statements is provided with respect to a requirement, the Purchaser will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification from the Proponent. The contradictory or qualifying information may result in the Proponent receiving a low score for that particular rated requirement.

Rated Requirements- Refer to Annex "D"

The response to each rated requirement should:

- Be submitted in a complete and clear manner.
- Demonstrate the Proponents understanding of the Purchaser's business needs and should provide a detailed answer to the information requested.
- Be provided in the same sequential order as set out.

A minimum score () for rated requirements, as noted must be achieved for any Proponent to move into Stage III – Pricing.

3.4 Step 2 – Evaluation of Cost Proposals

All Proposals succeeding through step 1 and receiving an evaluation score, as adjusted after the interview (if at all), at or greater than the Benchmark, will have their Form of Proposal – Costing – Step 2 envelope opened and evaluated during step 2.

Provisional Pricing will be evaluated by using the following calculation. The Purchaser will not accept pricing assumptions.

The below illustrates how points will be calculated - using a relative formula (i.e. by dividing that Proponent's price into the lowest bid price) for proposed pricing on the Rate Bid Form:

EXAMPLE –PRICING EVALUATION		
Proposed Prices	Calculation	Resulting Points
If Proponent 1 proposes on Appendix B the lowest bid price, that Proponent will receive 100% of the possible points.	$\$12.00 \div \12.00×25	25
If Proponent 3 bids \$15, it will receive 80% of the possible points.	$\$12.00 \div \15.00×25	20
If Proponent 2 bids \$24.00, it will receive 50% of the possible points.	$\$12.00 \div \24.00×25	12.5

The above evaluation will occur for all pricing components for each Eligible Proponent.

3.5 Potential Negotiations

Notwithstanding any other provision contained in this RFP or a Proponent's Proposal, the City reserves the right to negotiate with the recommended Proponent in the following circumstances:

- 3.5.1. Where the lowest cost per point and compliant Proposal exceeds the City's budgeted or estimated costs, the City in its sole and absolute discretion may, but is not obligated to:
 - 3.5.1.1 cancel the RFP;
 - 3.5.1.2 re-issue the RFP and accept new proposals based on revised specifications, terms and/or conditions;
 - 3.5.1.3 provide all Proponents, who submitted compliant Proposals to the RFP by the Closing Time, the opportunity to re-submit Proposals;

3.6 Discussions with Preferred Proponent

Subject to the requirements, the Purchaser expects that the Agreement will be executed substantially in the form in which it appears in this RFP.

The Preferred Proponent will have up to ten (10) Days after being notified of the award to sign the Agreement.

After identifying the Preferred Proponent, if any, the Purchaser may attempt to finalize the terms and conditions of the Agreement with the Preferred Proponent, or it may, in its sole discretion, prior to making the award, issue a purchase order to the Preferred Proponent, on terms satisfactory to the Purchaser, as an interim measure.

The Purchaser shall at all times be entitled to exercise its rights under Section 4.6.

For certainty, the Purchaser makes no commitment to the Preferred Proponent that the Agreement will be executed. The Preferred Proponent acknowledges that the commencement of any discussions does not obligate the Purchaser to execute the Agreement.

[End of Part 3]

PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 RFP Timetable

The following is a summary of the key dates for this RFP process:

RFP Timetable	
Event	Date
Issue Date of RFP:	03-JUL-2018
Proponent Deadline for Questions:	20-JUL-2018
Deadline for Issuing Addenda:	24-JUL-2018
Proposal Submission Deadline:	2:00PM on 31-JUL-2018

Note – all times specified in this RFP timetable are local times in Rockland, Ontario, Canada.

Purchaser may change the RFP timetable in its sole and absolute discretion at any time prior to the Proposal Submission Deadline.

In the event a change is made to any of the above dates, the Purchaser will post any such change on MERX™ and the City Web Site.

The Purchaser may amend any timeline, including the Proposal Submission Deadline, without liability, cost, or penalty, and within its sole discretion.

In the event of any change in the Proposal Submission Deadline, the Proponents may thereafter be subject to the extended timeline.

4.1.2 Proposals in English

All submissions of Proposal are to be in English only. Any Proposals received by the Purchaser that are not entirely in the English language may be disqualified.

4.1.3 Purchasers Information in RFP Only an Estimate

The Purchaser makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general size of the work.

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP.

4.1.4 Proponent's Costs

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- The preparation, presentation and submission of its Proposal
- The Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration
- The conduct of any due diligence on its part, including any information gathering activity
- The preparation of the Proponent's own questions prior to the Proposal Submission Deadline
- Any discussion and/or negotiation, if any, in respect of the Agreement

4.2 Communication after RFP Issuance

4.2.1 Contracting Authority Contact Information

All communications regarding any aspect of this RFP must be directed to the following Contracting Authority:

Alain Payer
Financial Analyst
Cite/City Clarence-Rockland
1560 Laurier Street
Rockland, Ontario
K4K 1P7
apayer@clarence-rockland.com

Proponents that fail to comply with the requirement to direct all communications to the Contracting Authority may be disqualified from RFP process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following:

- any employee or agent of the Purchaser (other than the Contracting Authority);
- any member of the Evaluation Team;
- any expert or advisor assisting the Evaluation Team;
- any member of the Purchaser's governing body (such as Members of Administration or Members of the Board of Trustees); and
- any elected official of any level of government, including any advisor to any elected official.

4.2.2 Proponents to Review RFP

Proponents shall promptly examine this RFP and:

- Shall report any errors, omissions or ambiguities
- May direct questions or seek additional information in writing, by email, on or before the Proponent's Deadline for Questions to the Contracting Authority

All questions submitted by Proponents by email to the Contracting Authority shall be deemed to be received once the email has entered into the Contracting Authority's email inbox.

In answering a Proponent's questions, the Purchaser will set out the question(s), but without identifying the Proponent that submitted the question(s) and the Purchaser may, in its sole discretion:

- Edit the question(s) for clarity
- Exclude questions that are either unclear or inappropriate
- Answer similar questions from various Proponents only once

Where an answer results in any change to the RFP, such answer will be formally evidenced through the issue of a separate Addendum for this purpose.

No such communications are to be directed to anyone other than Contracting Authority. The Purchaser is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the Proponent to seek clarification from the Contracting Authority on any matter it considers to be unclear. The Purchaser shall not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

4.2.3 Proponent to Notify

In the event a Proponent has any reason to believe that any of the circumstances listed in Section 4.2.2 exist, the Proponent must notify the Contracting Authority in writing prior to submitting a Proposal. If appropriate, the Contracting Authority will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

- After submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 4.2.2 were present with respect to the RFP
- Claim that the Purchaser is responsible for any of the circumstances listed in Section 4.2.2 of the this RFP

4.2.4 All New Information to Proponents by way of Addenda

This RFP may only be amended by an addendum in accordance with this section.

If the Purchaser, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda by way of, MERX™ and the City Web page. Each addendum shall form an integral part of this RFP.

Any amendment or supplement to this RFP made in any other manner will not be binding on the Purchaser.

Such addenda may contain important information including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Purchaser. In the space provided in the Form of Offer, Proponents shall confirm its receipt of all addenda by setting out the number of addenda in the space provided in the Form of Offer.

Proponents who intend to respond to this RFP are requested not to cancel the receipt of addenda or amendments option provided by MERX™, since they must obtain them through MERX™.

In the event that a Proponent chooses to cancel the receipt of addenda or amendments, its Proposal may be rejected.

4.3 Proposal Submission Requirements

4.3.1 General

To be considered in the RFP process, a Proponent's Proposal must be received **on or before** the Proposal Submission Deadline as set out in Section 4.1.1, in a sealed package and should bear the Proponent's name, return address, and RFP number, and the Contracting Authority's name.

Proposals received after the Proposal Submission Deadline shall not be considered and shall be returned to the Proponent unopened. Regardless of the method of delivery chosen by Proponent (such as courier, delivery service, Canada Post), each Proponent is responsible for the actual delivery of its Proposal to the address set out below:

**City Clarence-Rockland
1560 Laurier Street
Client Services
Rockland, Ontario
K4K1P7
Attn :Alain Payer
apayer@clarence-rockland.com**

Proposals transmitted by facsimile or sent by any other electronic means shall not be considered. Notwithstanding anything to the contrary contained in any applicable statute relating to electronic documents transactions, including the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17, any notice, submission, statement, or other

instrument provided in respect of the RFP may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFP.

The Proponent should identify and mark any trade secret or proprietary intellectual property in its Proposal.

4.3.2 Proposal Submission Requirements

Proposals should be submitted in accordance with the instructions set out in this RFP. The Consultant will provide a final report in hard copy bound, with tabbed sections. Three (3) copies of the report to be provided as described as well as two (2) Electronic Copies on two (2) reproducible USB/CD's

Proposals should be completed without delineations, alterations, or erasures. In the event of a discrepancy between the original paper copy of a Proposal and any of the copies, the original shall prevail.

Please **do not** include any financial information in envelope 1 – Proposal.

Proposals should be submitted in **two (2) separate sealed envelopes**, clearly marked as follows:

Envelope 1 – Proposal, to include:

- One (1) bound original (prominently marked “original”) of the Proposal. (Excluding Appendix B)
- Two (2) unbound photocopies of the Proposal including all Appendices. (Excluding Appendix B)
- Two (2) searchable and not locked soft copy (i.e. USB or CD) of the Proposal including all Appendices. (Excluding Appendix B)

Envelope 2 – Financial Information, to include:

- One (1) original (prominently marked “original”) of Appendix B.
- One (1) photocopy of Appendix B.
- One (1) searchable and not locked soft copy (i.e. USB or CD) of Appendix B in Microsoft Excel format.

Proposals submitted in any other manner may be subject to disqualification.

In the event of a conflict or inconsistency between the hard copy and the soft copy of the Proposal (including Appendix B), the “**original**” version of the Proposal shall prevail.

Changes to the content or format of the Declaration may disqualify the submission.

Proposal should be clearly marked with RFP title and number, closing date and time, the Purchaser's address, Proponent name and contact person.

Proposals should be prepared simply and provide a straightforward concise description of the Proponent's capabilities for satisfying the requirements of the Owner's Proposal call. Emphasis should be on completeness and clarity of content. Proposals should be no more than fifteen (15) pages;. Appendices, CVs, resumes are not to be considered in the number of pages.

4.3.3 Other Proposal Considerations

In preparing its Proposal, the Proponent should adhere to the following:

- All pages should be numbered
- Any embedded literature links within a Proposal should be a direct link to the Services page rather than the Proponent's main website. Where literature links are not possible, a PDF document may also be incorporated within the Proposal. Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored.
- The Appendices provided, as appropriate, should be used for completing the Proposal.
- Completely address, on a point-by-point basis, each requirement identified in Appendix D and the Proposal should be complete in all respects.
- Adhere to the Proposal format requirements described above.
- Respond to the requirements in the applicable appendices, or as may be directed in this RFP.

4.3.4 Proposal Receipt by Purchaser

Every Proposal received will be date/time stamped at the location referred to in Section 4.3.1 and a receipt will be provided upon request.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received by **on or before** the Proposal Submission Deadline.

4.3.5 Withdrawal of Proposal

A Proponent may withdraw its Proposal only by providing written notice to the Contracting Authority before the Proposal Submission Deadline. A Proposal may not be withdrawn after the Proposal Submission Deadline. The Purchaser has no obligation to return withdrawn Proposals.

4.3.6 Amendment of Proposal

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the Proposal Submission Deadline.

The Proponent must provide notice to the Contracting Authority in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP.

The Purchaser has no obligation to return amended Proposals.

4.3.7 Completeness of Proposal

By submitting a Proposal, the Proponent confirms that all of the components required to use and/or manage the Services have been identified in its Proposal or will be provided to the Purchaser at no additional charge. Any requirement that may be identified by the Proponent after the Proposal Submission Deadline or subsequent to signing the Agreement shall be provided at the Proponent's expense.

4.3.8 Proponent's Proposals Retained by Purchaser

All Proposals submitted by the Proposal Submission Deadline shall become the property of the Purchaser and will not be returned to the Proponents.

4.3.9 Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 4.3.5, a Proposal shall be irrevocable by the Proponent for ninety (90) Days from the Proposal Submission Deadline.

4.3.10 Acceptance of RFP

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in its Proposal.

4.3.11 Amendments to Proposals

Subject to Section 4.1.1 and Section 4.2.4, the Purchaser shall have the right to amend or supplement this RFP in writing prior to the Proposal Submission Deadline. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

4.3.12 Proposals will not be Opened Publicly

Proponents are advised that there will not be a public opening of this RFP. The Purchaser will open Proposals at a time subsequent to the Proposal Submission Deadline.

4.3.13 Clarification of Proponent's Proposals

The Purchaser shall have the right at any time after the RFP Proposal Submission Deadline to seek clarification from any Proponent in respect of the Proponent's Proposal, without contacting any other Proponent.

The Purchaser shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change its Proposal in any substantive manner. Subject to the qualification

in this provision, any written information received by the Purchaser from a Proponent in response to a request for clarification from the Purchaser may be considered to form an integral part of the Proponent's Proposal, in the Purchaser's sole discretion.

4.3.14 Verification of Information

The Purchaser shall have the right, in its sole discretion, to:

- Verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in an interview, site visit, oral presentation, demonstration, or discussion by whatever means the Purchaser may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable.
- Access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and the Purchaser shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. The Purchaser and the Proponent shall each bear its own costs in a connection with access to the Purchaser's premises.

The Proponent shall co-operate in the verification of information and is deemed to consent to the Purchaser verifying such information, including references.

4.3.15 Proposal Acceptance

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria, as set out in Section 3.3 will form a part of the evaluation process.

4.3.16 RFP Incorporated into Proposal

All provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal.

4.3.17 Exclusivity of Contract

The Agreement, if any, executed with the Preferred Proponent will not be an exclusive agreement for the provision of the described Deliverables.

4.3.18 Substantial Compliance

The Purchaser shall be required to reject Proposals, which are not substantially compliant with this RFP.

4.3.19 No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of the Purchaser.

In the event that a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, the Purchaser shall be entitled to take all reasonable steps as may be deemed necessary by the Purchaser, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

4.4 Execution of Agreement, Notification and Debriefing

4.4.1 Selection of Proponent

Purchaser anticipates that Proponents will be selected within five (5) days of the Proposal Submission Deadline. Notice of selection by the Purchaser to the Preferred Proponent will be in writing by email from the Contracting Authority.

4.4.2 Failure to Enter Into Agreement

In addition to all of Purchaser's other remedies, if the Preferred Proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) Days of notice of selection, the Purchaser may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.

4.4.3 Notification to Other Proponents of Outcome of RFP Process

Once the Suppliers(s) and Purchaser execute the Agreement, the other Proponents will be notified in writing by email of the outcome of the RFP process, including the name of the Suppliers(s), and the award of the Agreement.

4.4.4 Debriefing

Not later than sixty (60) Days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact the Contracting Authority requesting a debriefing from the Purchaser.

Any request that is not timely received will not be considered and the Proponent will be notified in writing.

The Purchaser will not disclose submission information from other Proponents.

The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

4.4.5 Bid Dispute Resolution

In the event that a Proponent wishes to review the decision of the Purchaser in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Proponent shall submit a protest in writing to the Purchaser within ten (10) Days from such a debriefing.

Any protest in writing that is not timely received will not be considered and the Proponent will be notified in writing.

A protest in writing shall include the following:

- A specific identification of the provision and/or procurement procedure that is alleged to have been breached.
- A specific description of each act alleged to have breached the procurement process.
- A precise statement of the relevant facts.
- An identification of the issues to be resolved.
- The Proponent's arguments and supporting documentation.
- The Proponent's requested remedy.

4.5 Prohibited Communications, Confidential Information and FIPPA

4.5.1 Confidential Information of the Purchaser

All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this RFP or the acceptance of any Proposal:

- Remains the property of the Purchaser and shall be removed from the Purchaser's premises only with the prior written consent of the Purchaser.
- Must be treated as confidential and shall not be disclosed except with the prior written consent of the Purchaser.
- Must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement.
- Must be returned to the Purchaser upon request.

4.5.2 Confidential Information of the Proponent

Except as provided otherwise in this RFP, or as may be required by Applicable Laws, the Purchaser shall treat the Proponents' Proposals and any information gathered in any related process as confidential, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Purchaser.

During any part of this RFP process, the Purchaser or any of its representatives or agents shall be under no obligation to execute a confidentiality agreement.

In the event that a Proponent refuses to participate in any required stage of the RFP (such as an oral presentation) because the Purchaser has refused to execute any such

confidentiality agreement, the Proponent shall receive no points for that particular stage of the evaluation process.

4.5.3 Proponent's Submission

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent's Proposal.

If a portion of a Proponent's Proposal is to be held confidential, such provisions must be clearly identified in the Proposal.

4.5.4 Personal Information

Personal Information shall be treated as follows:

- **Submission of Information** – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide services unless specifically requested. The Purchaser shall maintain the information for a period of seven (7) years from the time of collection. Should the Purchaser request such information, the Purchaser will treat this information in accordance with the provisions of this section.
- **Use** – Any personal information as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5 that is requested from each Proponent by the Purchaser shall only be used to select the qualified individuals to undertake the project/services and to confirm that the work performed is consistent with these qualifications.
- **Consent** – It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to the Purchaser. The Purchaser will consider that the appropriate consents have been obtained for the disclosure to and use by the Purchaser of the requested information for the purposes described.

4.5.5 Non-Disclosure Agreement

The Purchaser reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to the Purchaser.

4.5.6 Municipal Freedom of Information and Protection of Privacy Act

The *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) applies to information provided by Proponents. A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Purchaser. The confidentiality of such information will be maintained by the Purchaser, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

By submitting a Proposal, including any Personal Information requested in this RFP, Proponents agree to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

4.5.7 Competition Act

Under Canadian law, a Proponent's Proposal must be prepared without conspiracy, collusion, or fraud. For more information on this topic, visit the Competition Bureau website at <http://www.cb-bc.gc.ca/eic/site/cb-bc.nsf/eng/01240.html>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

4.5.8 Trade Agreements

Proponents should note that procurements coming within the scope of either Chapter 5 of the Agreement on Internal Trade or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP.

For more information, please refer to the Internal Trade Secretariat website at www.ait-aci.ca/ or to the Trade and Cooperation Agreement between Quebec and Ontario at <http://www.marcan.net/assets/trade%20arrangements/Quebec-Ontario%20Trade%20and%20Cooperation%20Agreement%20English.pdf>.

4.5.9 Intellectual Property

The Proponent shall not use any intellectual property of the Purchaser, including but not limited to, logos, registered trademarks, or trade names of the Purchaser, at any time without the prior written approval of the Purchaser.

4.6 Reserved Rights and Governing Law of the Purchaser

4.6.1 General

In addition to any other express rights or any other rights, which may be, implied in the circumstances, the Purchaser reserves the right to:

- Make public the names of any or all Proponents
- Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information into the Proponent's Proposal, at the Purchaser's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent's Proposal in any material manner.
- Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in the Purchaser's sole discretion.
- Verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 4.3.14.
- Check references other than those provided by Proponents.
- Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Purchaser impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP.

- Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached a contract with the Purchaser, or has otherwise failed to perform such contract to the reasonable satisfaction of the Purchaser, the Proponent has been charged or convicted of an offence in respect of a contract with the Purchaser, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of the Purchaser.
- Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal.
- Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP.
- Accept or reject a Proposal if only one (1) Proposal is submitted.
- Reject a subcontractor proposed by a Proponent within a consortium.
- Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the Purchaser.
- Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where
 - The Purchaser determines it would be in the best interest of the Purchaser not to award an Agreement
 - The Proposal prices exceed the bid prices received by the Purchaser for services acquired of a similar nature and previously done work
 - The Proposal prices exceed the costs the Purchaser would incur by doing the work, or most of the work, with its own resources
 - The Proposal prices exceed the funds available for the Services, or
 - The funding for the acquisition of the proposed Services have been revoked, modified, or has not been approved

and where the Purchaser cancels this RFP, the Purchaser may do so without providing reasons, and the Purchaser may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing.

- Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal, and
- Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against the Purchaser or is otherwise engaged in a dispute with the Purchaser.

- By submitting a Proposal, the Proponent authorizes the collection by the Purchaser of the information identified in this RFP, which the Purchaser may request from any third party.

4.6.2 Rights of the Purchaser – Preferred Proponent

In the event that the Preferred Proponent fails or refuses to execute the Agreement within 15 Days from being notified of its position as the Preferred Proponent, the Purchaser may, in its sole discretion:

- Extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, the Purchaser may, in its sole discretion, terminate the discussions.
- Exclude the Preferred Proponent's Proposal from further consideration and begin discussions with the next highest-ranked Proponent without becoming obligated to offer to negotiate with all Proponents.
- Exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Services.

The Purchaser may also cancel this RFP in the event the Preferred Proponent fails to obtain any of the permits, licences, and approvals required pursuant to this RFP.

4.6.3 No Liability

The Proponent agrees that:

- Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.
- It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis.
- It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

The Proponent further agrees that if the Purchaser commits a material breach of the Purchaser's obligations pursuant to this RFP, the Purchaser's liability to the Proponent, and the aggregate amount of damages recoverable against the Purchaser for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Purchaser, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from the Purchaser can demonstrate. In no event shall the Purchaser be liable to the Proponent for any breach of the Purchaser's obligations

pursuant to this RFP which does not constitute a material breach thereof. The Proponent acknowledges and agrees that the provisions of the *Broader Public Sector Accountability Act, 2010* shall apply notwithstanding anything contained herein.

4.6.4 Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Purchaser. Any act in derogation of the foregoing shall be null and void.

4.6.5 Entire RFP

This RFP and all Appendices form an integral part of this RFP.

4.6.6 Priority of Documents

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Appendices, the RFP shall prevail over the Appendices during the RFP process.

4.6.7 Governing Law

The laws of Ontario and the federal laws of Canada applicable shall govern the RFP, the Proponent's Proposal, and any resulting Agreement therein.

4.6.8 Indemnification

The Consultant shall indemnify and save harmless the City and its employees, officers and agents from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the City, its employees, officers or agents may suffer as a result of the negligence or breach of contract of the Consultant, its employees, officers or agents in the performance of this Agreement, subject to the following:

- CITY PROVIDED INFORMATION: The City further acknowledges and agrees that the Consultant will not be held liable for any damages / losses of any kind or nature that may result from the use of inaccurate information or data provided to Consultant by the City. The City agrees to accept full responsibility for the accuracy of all information and data that it provides to the Consultant.
- WORK PRODUCT LIMIT: The City further acknowledges and agrees that the Consultant cannot warrant the fitness of any records, documents or work product that are (i) incomplete due to early termination or suspension of this agreement; or (ii) altered, revised, amended, or modified without the consent or knowledge of the Consultant.

4.6.9 Force Majeure

A party hereto shall not be responsible for failures in performance due to Force Majeure. "Force Majeure" means any circumstance or act beyond the reasonable control of a party to this Agreement claiming Force Majeure, including an intervening act of God or public enemy, war, blockade, civil commotion, fire, flood, tidal wave, earthquake, epidemic, quarantine restriction, a stop-work order or injunction, issued by a court or public authority having jurisdiction, or governmental embargo, which delays the

performance of any obligation created by this Agreement beyond its scheduled time, provided such circumstance or act is not expressly dealt with under this Agreement or does not arise by reason of:

- the negligence or wilful misconduct of the party claiming Force Majeure or those for whom it is responsible at law;
- any act or omission by the party claiming Force Majeure (or those for whom it is responsible at law) in breach of the provisions of this Agreement;
- lack or insufficiency of funds or failure to make payment of monies or provide required security; provided further that, in the case of an event of Force Majeure affecting the Consultant, the Consultant notifies the City as soon as possible and in any event within five (5) Business Days following the date upon which the Consultant first becomes aware (or should have been aware, using all reasonable due diligence) of such event so that the City may verify same.

In any such event, Consultants agreement and the price and schedule referred to herein shall be equitably adjusted based on the actual work authorized and performed satisfactorily, and the rates agreed to in the Agreement.

[End of Part 4]

APPENDIX A – FORM OF OFFER

Each Proposal must include this form completed and signed by the Proponent.

To: [\[Insert Purchaser's Name\]](#)

1. Proponent Information

The full legal name of the Proponent is:	
Any other relevant name under which the Proponent carries on business is:	
The jurisdiction under which the Proponent is governed is:	
The name, address, telephone and fax numbers, and email address of the contact person for the Proponent is:	
Whether the Proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:	
If the Proponent is an incorporated consortium or a consortium that is a partnership or other legally recognize entity, the Proponent must: <ul style="list-style-type: none">• Identify the single legal entity, which is solely liable and responsible to the Purchaser for the provision of the Deliverables (as required by Section 1.6 of this RFP).• Describe the consortium members.• Describe the contingency plan if a consortium member is no longer part of the consortium.	

2. Offer

The Bidder declares that:

(a) No persons, other than the Bidder, have any interest in this RFP or in the Contract proposed to be entered into.

(b) This Submission is made without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Submission for the same work, and is in all respects fair and without collusion or fraud.

(c) The several matters stated in the said Submission are in all respects true.

(d) The Bidder has carefully examined the locality and site of the proposed works, as well as all the RFP Documents, and hereby accepts the same as part and parcel of this Submission, and does as hereby tender and offer to enter into a Contract to do all the work, provide the labour and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case freight, duty, exchange, and all other charges on the terms and conditions, and under the provisions therein set forth, and to accept in full payment therefore in accordance with the schedule of prices hereto annexed, and the Bidder also agrees that this offer is to remain open for acceptance until the formal Contract is executed by the successful Bidder for said work, and that the Owner may at any time without notice accept this Submission whether any other Submission has been previously accepted or not.

(e) The prices offered in this schedule take into account in all respects the cost of execution of the work under all weather conditions and any water level.

(f) The work is to commence a maximum of 15 days after notice of Award has been issued.

(g) In making this Submission for the work and in entering into the Contract, if awarded to this Bidder, the Bidder has investigated for himself the character of the work to be done and all local conditions that might affect this Submission and his acceptance of the work.

(h) The Bidder also declares that in making this Submission, he/she did not and does not rely upon verbal information furnished by the Owner or Engineer.

The Bidder acknowledges that the Owner shall have the right to reject any, or all, Tenders for any reason, or to accept any Tender which the Owner in its sole unfettered discretion deems most advantageous to itself.

The Bidder does hereby acknowledge that no damages or liability flow from the inability for a contract to be reached and does hereby release and hold completely harmless the Owner for any costs or damages incurred by the Bidder in preparing a Proposal or discussing/negotiating with the Owner. By submitting a Tender, the Bidder acknowledges the Owner's rights under this section and absolutely waives any right, or cause of action against the Owner and its consultants, by reason of the Owner's failure to accept the Tender submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise.

The lowest, or any, Tender will not necessarily be accepted and the Owner shall have the unfettered right to:

- (i) Accept a non-compliant Tender;
- (ii) Accept a Tender which is not the lowest Tender; and
- (iii) Reject a Tender that is the lowest Tender even if it is the only Tender received.

The Owner reserves the right to consider, during the evaluation of Tenders;

- (i) information provided in the Tender document itself;
- (ii) information provided in response to enquiries of credit and industry references set out in the Tender;
- (iii) information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Tender in relation to the reputation, reliability, experience and capabilities of the Bidder;
- (iv) the manner in which the Bidder provides services to others;
- (v) the experience and qualification of the Bidder's senior management, and project management;
- (vi) the compliance of the Bidder with the Owner's requirements and specifications; and
- (vii) innovative approaches proposed by the Bidder in the Tender;
- (viii) whether the Bidder has been involved in litigation with the Owner during the last sixty (60) months before the date of this RFP.

The Bidder acknowledges that the Owner may rely upon the criteria which the Owner deems relevant, even though such criteria may not have been disclosed to the Bidder.

3. Prices

The Proponent has submitted its Pricing in accordance with the instructions in the RFP and in the form set out in Appendix B.

4. Mandatory Forms

The Proponent encloses herewith as part of the Proposal, the mandatory forms as set out below:

Mandatory Forms	Include in Proposal as set out in Section 4.3.2	Yes, Enclosed
Appendix A – Form of Offer	Envelope 1	
Appendix B – Rate Bid Form	Envelope 2	

5. Addenda and Questions/Answers

The Proponent is deemed to have read and accepted all addenda and question/answer documents issued by the Purchaser prior to the Deadline for Issuing Final Addenda.

The onus remains on Proponents to make any necessary amendments to its Proposals based on this information.

The Proponent is requested to confirm that it has received all addenda and question/answer documents, if any, by completing the applicable column in the below table:

Addenda and Question/Answers	Complete this column by inserting the number/quantity received:
The number of addenda received =	
The number of question/answer documents received =	

6. Proposal Irrevocable

The Proponent agrees that its Proposal shall be irrevocable for ninety (90), Days following the Proposal Submission Deadline.

7. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to the Purchaser’s advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal. **8. Proof of Insurance and Good Standing under the Workplace Safety and Insurance Act (Ontario)**

By signing this Form of Offer, the Proponent agrees, if selected, that it has verified its capability to do so and will provide proof of insurance coverage and a Certificate of Good Standing under the Workplace Safety and Insurance Act (Ontario) as set out in the RFP.

9. Criminal Background Checks

If its Proposal is selected by the Purchaser, the Proponent specifically acknowledges and agrees to comply with Criminal Background Checks if applicable.

10. Unfair Advantage and Conflict of Interest Statement

Prior to completing this Form of Offer, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 1.9 of this RFP.

Conflict of Interest	Conflict of Interest (Yes or no)	If yes, please set out the details of the actual or potential Conflict of Interest below:
Is there an actual or potential Unfair Advantage or Conflict of Interest, relating to the preparation of its Proposal, or if the Proponent foresees an actual or potential Unfair Advantage or Conflict of Interest in performing the contractual obligations contemplated in the RFP?		

The Proponent agrees to provide any additional information, which may be requested by the Contracting Authority, in the form prescribed by the Contracting Authority.

Where, in its sole discretion, the Purchaser concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proponent's Proposal, or terminate any Agreement awarded to the Proponent under the RFP.

11. Execution of Agreement

If its Proposal is selected by the Purchaser, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in accordance with the terms of the RFP.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent

APPENDIX B - RATE BID FORM

The Proponent should use Appendix B to respond to Section 3.2.2 – Rate Bid Form. Where a Deliverable is not available, insert N/A (denoting not applicable) in the space provided. The information listed below is not a complete description. All Proponents should refer to and review the applicable sections in the RFP before responding.

	Service Description	Price
1	Physical Architecture Review and Implementation Assistance	
2	SharePoint Installation and Updates	
3	SharePoint Business Applications Creation and Configuration	
4	Logical Architecture Review, Design, and Implementation	
5	Implementing Support for Accessibility in SharePoint	
6	Site Collections Hierarchical Structure Design Review and Implementation	
7	Collaboration Sites and My Sites Environments Design Review and Implementation	
8	Functional Sites Design Review and Implementation	
90	Records Management Center Environment Design Review and Implementation	
10	Enterprise and Departmental Search Scopes Design Review and Implementation	
11	Security Concepts Specification and Implementation Requirements	
12	Project Documentation Requirements	
13	Training Requirements	
14a	Ongoing Support Requirements Fixed Monthly	
14b	Ongoing Support Requirements Time and Material Rate Per Hour	

APPENDIX C – REFERENCE FORM

Each Proponent is required to provide three (3) references from organizations similar in size and scope to the Purchaser's for which the Proponent has provided the same or similar Deliverables within the past three (3) years.

The Purchaser, in its sole discretion, will confirm the Proponent's experience and or ability to provide the services required and described in its Proposal by checking the Proponent's references and the provision of the references by the Proponent is deemed to be consent to such confirmation/contact with the references.

The Purchaser reserves the right to revisit the Proponent's scores in the rated requirements based on information learned during reference checks, should they reveal that there is inconsistency between the Proponent's answers to the rated requirements and the results of the reference check.

Reference #1

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: To:
Nature of services:	

Reference #2

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: To:
Nature of services:	

Reference #3

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: To:
Nature of services:	

APPENDIX D – RATED REQUIREMENTS

1.0. Evaluation Criteria

1.1.1. The criteria in Table 1 will be used in the step 1 evaluation. Proposal submissions must address these criteria in the identification and order protocol shown below. Not following this identification and order creates the risk to the Proponent that, even if the information has been provided, it may be overlooked and consequently not considered in evaluation of the Proponent’s score.

- 1.1.2. The following is a table listing the evaluation categories, indicating:
- i) the maximum score attainable in each category; and
 - ii) the overall minimum score that must be attained (“Benchmark”) in order to proceed to step 2 of the evaluation.

Criteria for the Evaluation of Proposals
TABLE 1

Evaluation Criteria	Met / Points
Mandatory Requirements:	
M1. Proponent must be a Microsoft Gold Partner with a specialization in SharePoint on premise solutions.	
M2. Proponent must demonstrate it has SharePoint expertise in the following areas: <ul style="list-style-type: none"> - Microsoft Certified SharePoint Specialists on staff or as consultants (must provide certificates) - combined 10 years experience with SharePoint 2010, 2013, and 2016 between its proposed two consulting members (minimum 5 years SharePoint experience each) - 5 years SharePoint records management experience for its proposed staff 	
A. Proponent’s Corporate Qualifications and Experience Proponents shall provide: <ul style="list-style-type: none"> • Qualifications, expertise and past performance on projects of similar size/complexity (preferably in municipalities) working with municipal, provincial, or government organizations. • A minimum of three (3) client references, including client contact information from projects of a similar size and scope completed for social housing groups within the past three (3) years. For each reference, provide a detailed project description/example including scope of work, budgets, photographs and project locations. • Detailed information on the number of years in business and general qualifications and profile of the company (including size of company, areas of expertise and capacity to provide additional technical and human resources if required). 	10

<p>B. Proponent’s Project Lead’s Qualifications and Experience Proponents shall provide the following information regarding the Project Lead:</p> <ul style="list-style-type: none"> • Qualifications, expertise and past performance on projects of similar size and complexity. • A minimum of three project examples working with SharePoint and government Intranet demonstrating relevant experience. • Description of the project lead’s respective role and availability for the Project including capacity to respond to critical time and complex scope requirements • Resume to include work experience of projects of similar type, scope and scale as the proposed Project and where the scope of professional services is similar. This work experience should have been gained within the last five (5) years. <p>The City reserves the right, at their sole discretion, to reject a Proponent’s Proposal if it is determined by the RFP Evaluation Team that the proposed Project Manager lacks the required qualifications to perform the task of Project Manager. Their decision regarding this matter will be final.</p>	<p>15</p>
<p>C. Proponent’s Team Qualifications and Experience Proponents must demonstrate the capability and experience of the team (including Sub-consultants) to provide the quality of services and commitment to a timeline, including:</p> <ul style="list-style-type: none"> • Completeness of the <u>team</u> roles, experience of the key individuals who will be part of the team for this project, working specifically on SharePoint Intranet and Records Management projects. • Sufficient staff and technical resources to meet the timeframes of the work plan. • Demonstrated commitment to provide qualified resources to the Project. <p>For each of the “Key Members” of the Proponents Team (including all Sub-consultants to be utilized on the Project), Proponents shall provide:</p> <ul style="list-style-type: none"> • qualifications, expertise and past performance on projects of similar size and complexity. • description of the key member’s respective role and availability for the Project including capacity to respond to critical time and complex scope requirements. • resume for each key member to include work experience of projects of similar type, scope and scale as the proposed Project and where the scope of professional services is similar. This work experience should have been gained within the last five (5) years. Please limit resumes to two (2) pages per person. <p>Proponents should identify if the proposed Proponent team has worked together in past projects.</p>	<p>15</p>
<p>D. Comprehensive Project Understanding, Approach & Methodology</p> <ul style="list-style-type: none"> • Provide details of your understanding of this Project (responses that incorporate large blocks of text that have been copied directly from the Terms of Reference will not be regarded as demonstrating an understanding of the requirements); • Describe your approach and methodology as they relate to the objectives and scope of work detailed in the Terms of Reference; • Identify any anticipated challenges to the Project; • Outline and describe in detail any other options, innovative ideas or suggestions that would result in cost savings or enhance overall Project value. 	<p>10</p>

<p>E. Project Schedule and Work Plan Proponents shall provide:</p> <ul style="list-style-type: none"> • Project Work Plan and Time Schedule in Days - a detailed work plan and time schedule (with dates and the required number of hours) for each of the team members during the stages of the Project. Include a breakdown of the major tasks, start date and end date, scope of work to be completed, Project meetings, staff review, critical paths in schedule, along with all other Project milestones. Highlight in the schedule where/when key deliverables (as outlined in the Terms of Reference) will be provided. Demonstrate ability to deliver on all Project objectives. 	15
<p>F. Sample Project Documentation of similar SharePoint Intranet Projects</p> <ul style="list-style-type: none"> • Proponent to provide a sample of similar SharePoint Intranet project documentation. 	10
<p>Maximum Attainable Score for Stage 1 - Technical Proposals</p>	75 points
<p>Minimum Score to proceed to Stage 2 (“Benchmark”)</p>	49 points

Where required in Table 1 or where any project example is given in a Proposal, Proponents shall include:

- the name and description of the project;
- the contact information including the individual’s name, title, organization name, telephone number and e-mail address if available;
- the cost of the project; and
- the start and completion date of the project.

The City reserves the right, at its sole discretion to contact references and/or use references in the Proponent selection process.

In addition, any information received in response to enquiries made by the City of third parties apart from those disclosed in the Proposal in relation to the reputation, reliability, experience and capabilities of the Proponent may also be considered.

1.2 Optional Interviews

Prior to step 2, the City, at its sole discretion, reserves the right to conduct interviews with any number of the top scoring Proponents. The interviews will be held for clarification purposes and to verify the scores which the Evaluation Team has applied to those Proponents being interviewed.

After the interviews, the Evaluation Team will consider its prior scoring of the Proposals and adjust any, all, or none of the criteria up or down as the Evaluation Team agrees in consensus.

The Proponent’s project manager and key members of the project team, as named in the Proposal submission must be in attendance at the interview. Unless otherwise instructed by the City, Proponents shall keep the number of presenters to the interview to no more than three (3) people.

Any interviewed Proponent falling below the Benchmark will not move on to step 2. All interviewed Proponents whose scores remain at or greater than the Benchmark will move on to step 2.

APPENDIX E – NOTICE OF “NO BID”

It is important that the City of Clarence-Rockland receive a reply from all bidders. Although there is no obligation to submit a Bid, should you choose not to, your completion of this form will assist us in continually improving our Bid Process. Please complete the following by checking off the appropriate statement(s) including your additional comments and fax to Procurement Services at 613-446-1497 prior to the closing time and date indicated in the bid package.

- 1. We do not supply this product(s) or service. _____
- 2. We cannot supply to the specification _____
- 3. Unable to quote competitively _____
- 4. Cannot bid due to present work load _____
- 5. Quantity is too large _____ too small _____
- 6. Unable to meet delivery/completion requirements _____
- 7. Patent or licensing restrictions _____

Other reasons/additional comments:

Do you wish to bid on these goods/services in the future? Yes _____ No _____

Company _____

Address: _____

Phone: _____ Fax: _____

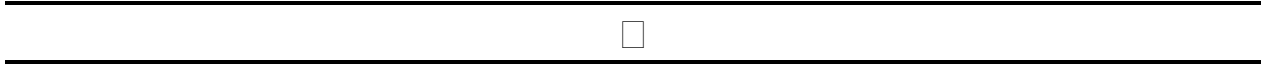
Signature: _____ Title: _____

Name: _____ Date: _____

(Print)

APPENDIX F – COURTESY LABEL

From:



**BID SUBMISSION
F18-ADM-2018-027**

SharePoint Intranet Implementation Services
(TECHNICAL SUBMISSION ENVELOPE #1)

TO: THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

1560 Laurier
Client Service Center
Rockland, ON
K4K1P7

CLOSING DEADLINE – no later than 2:00 P.M., 31-JUL-2018



From:



**BID SUBMISSION
F18-ADM-2018-027**

SharePoint Intranet Implementation Services
(FINANCIAL SUBMISSION ENVELOPE #2)

TO: THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

1560 Laurier
Client Service Center
Rockland, ON
K4K1P7

CLOSING DEADLINE – no later than 2:00 P.M., 31-JUL-2018